

Rossendale Borough Council

NOTICE OF COMPLETION OF S.106 LEGAL AGREEMENT

TO: DIANE DUNGWORTH – FOR FILE
CAROLINE RIDGE
KEITH BELL
PHIL SEDDON
FORWARD PLANNING
VINCENT HINDLEY – PLEASE REGISTER AS A LOCAL LAND CHARGE

FROM: LINDA FISHER

LEGAL FILE NO: Z12-000446

The following has been completed:

Planning Ref: APP/2007/665

Proposal: The erection of a neighbourhood foodstore (LIDL) with associated car parking, access, servicing and landscape arrangements.

Completion Date (as on Deed): 1st May 2009

Parties: Rossendale Borough Council, Lancashire County Council and Te Beteiligungs GmbH.

Terms:

- Owner to pay £150,000 to RBC in the event that the Bus Interchange Land is not developed within 15 years.
- Owner to pay to LCC Pedestrian Crossing Commuted Sum of £50,000 one month prior to occupation.
- Owner to pay to RBC CCTV Commuted Sum of £20,000 one month prior to occupation.
- Owner, RBC and LCC to agree a Travel Plan in relation to the Site one month prior to occupation.
- Owner to provide Public Car Park Area for free public parking until it is used for the purposes of a bus interchange facility.
- Owner, RBC and LCC to agree a Car Park Management Plan one month prior to occupation.
- Owner to maintain “footpath link”.
- Owner to transfer Bus Interchange Facility to LCC on completion of s.106 agreement.

Receipt of money: One month prior to occupation of development.

Request for payments: Owner to serve Notice on RBC two months prior to occupation.

Commuted Sums: Pedestrian Crossing (£50,000) and CCTV (£20,000).

*** Planning permission can now be issued**
*** Please now register the Section 106 Agreement in Part 2 of the Planning Register**

LEGAL AGREEMENT CONFIRMATION FORM

**Planning
Application No**

APP/2007/665

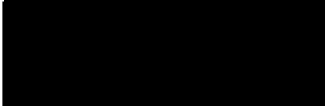
Site Details

Land at 35 Bacup Road, Rawtenstall.

Date Legal Agreement signed

1st May 2009

Confirmation that planning permission can be issued and legal agreement checked

Name: Linda Fisher	Date: 1 st May 2009
	
Signature:	

DATED

18th May

2008

- (1) ROSSENDALE BOROUGH COUNCIL
- (2) LANCASHIRE COUNTY COUNCIL
- (3) TE BETEILIGUNGS GmbH

AGREEMENT

under section 106 Town and Country Planning Act 1990
relating to land at the 35 Bacup Road Rawtenstall

LF/SS/Z12/000446

Linda Fisher
Executive Director – Business
P. O. Box 74,
Kingfisher Business Centre,
Futures Park,
Bacup. OL13 0WU

THIS AGREEMENT is made on the 18th day of May 2008

BETWEEN:

- (1) ROSSENDALE BOROUGH COUNCIL of Futures Park Newchurch Road
Bacup Lancashire OL13 0BE ("The Council")
- (2) LANCASHIRE COUNTY COUNCIL of PO Box 78, County Hall Preston
Lancashire PR1 8XJ ("The County Council")
- (3) [REDACTED]
("The Landowner")

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council and the County Council are the Local Planning Authorities for the area within which the Site is located and the persons who are entitled to enforce the obligations contained in this Agreement
- (B) The County Council is also the Highway Authority for the area in which the Site is located
- (C) The Landowner is the freehold owner of the whole of the Site under title number LA702382 at H M Land Registry (other than public highway land) which is free from encumbrances which would prevent the Landowner entering into this Agreement
- (D) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and County Council against the Landowner and its successors in title as hereinafter provided and where the Landowner are more than one

legal entity all of the Landowner's obligations herein can be enforced against all of them jointly and against each individually

- (E) The Landowner has by application reference 2007/665 ("the Application") applied to the Council for permission to develop the Site in the manner and for the uses set out in the Application and in the plans specifications and particulars deposited with the Council and forming part of the Application more particularly set out in the Second Schedule ("the Development")
- (F) The Council has decided to grant planning permission ("the Permission") for the Development in accordance with the Application subject to the making of this Agreement without which planning permission would not have been granted
- (G) The Landowner agrees :-
- (1) (a) to pay the sum of fifty thousand pounds (£50,000) as contribution towards the cost of footpath and pedestrian access works;
 - (b) to pay the sum of twenty thousand pounds (£20,000) towards the cost of CCTV facilities within Rawtenstall ;
 - (c) to transfer the Land outlined in green on Plan 3 to the County Council for the purposes outlined in Schedule 5 Clause 4.
 - (d) Four months from the date of signature of this Agreement to agree in writing a Travel Plan with the County Council and the Council and to implement the Travel Plan and thereafter the annual reviews to the Travel Plan; and

(e) To provide and implement a Car Park Management Plan.

The County Council agrees

(f) That on completion of the transfer of the Bus Interchange Facility Land to only use the said Land for the purposes of a bus interchange facility and ancillary purposes thereto.

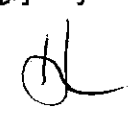
This Deed is made pursuant to the provisions of Section 106 of the 1990 Act Section 106 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

“1990 Act”	the Town and Country Planning Act 1990
“the Application”	an application for full planning permission for the development of the Site made by the Landowner carrying the reference 2007/665 and more particularly described in the Second Schedule
“Bus Interchange”	A site containing bus stands enclosed/ covered waiting area including seating, timetable information and ancillary facilities

“Bus Interchange Facility Land”	The Land shown edged green on Plan 3
“Bus Interchange Facility Land Value”	<p>The value of the Bus Interchange Facility Land being £150,000 at the time of consideration of the Planning Application uplifted by the amount by which the all terms figure of the Index of Consumer Prices published by the Office for National Statistics or any successor department for the month at the date of payment exceeds the index figure of the said Index at the [18] day of [May] 2008</p> 
“Car Park Area”	That part of the site marked out as a car park for serviceable motor vehicles and shown hatched blue on Plan 1
“Car Park Management Plan”	A management plan to be agreed in writing with the Council and the County Council within four months of the date of signature of the Agreement and for the whole of the Car Park Area (including the Public Car Park shown on plan 2 to provide free parking for members of the

	public not visiting the Site and instead visiting Rawtenstall town centre for a period of 3 hours)
“CCTV Commuted Sum”	the sum of twenty thousand pounds (£20,000) towards the cost of CCTV facilities within Rawtenstall
“Commencement of Development”	the date on which any material operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out
“Development”	the development of the Site in accordance with the Permission and described in the Second Schedule
“Footpath Link”	The route shown marked A – B on Plan 2
“Non Completion”	means the non completion of the building of a bus interchange facility on the Bus Interchange Facility Land.
“Pedestrian Crossings Commuted Sum”	the sum of fifty thousand pounds (£50,000) as a contribution towards the cost of provision of pedestrian crossing facilities between the store and the bus interchange facility plus further pedestrian crossings to the east and west

“Permission”	of the Site together with associated works the planning permission to be granted in pursuance to the Application
“Plan 1”	the Plan showing the land described in the First Schedule and attached to this Agreement
“Plan 2”	the Plan showing the Public Car Park Area and the Footpath Link to be laid out in accordance with the covenants in Schedule 3 and attached to this Agreement
“Plan 3”	the Plan showing the extent of the Bus Interchange Facility Land edged green to be transferred to the County Council
“Public Car Park Area”	that area of land shown hatched blue on Plan 2
“Relevant Date”	means the fifteenth anniversary of the date of this Agreement.
“Site”	the freehold lands described in the First Schedule and shown for the purposes of identification only edged red on Plan 1 to this Agreement
“Travel Plan”	means a 5 year plan proposing actions,

arrangements and initiatives to encourage a more sustainable means of travel to the Development and providing a programme of implementation of those actions arrangements and initiatives.

2. **NOW THIS DEED** is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and WITNESSES as follows:-

2.1 (a) The Landowner covenants with the Council and the County Council to comply with the obligations specified in the Third Schedule and Fourth Schedule.

(b) The County Council and the Council covenant to comply with the obligations set out in the Fifth Schedule

2.2 It is agreed and declared as follows:-

The expressions "the Council" "the Landowner" and "the County Council" shall include their successors in title and assigns

2.3 This Agreement is a Local Land Charge and shall be registered as such but only against the Site

2.4 The Landowner agrees to pay the Council's and County Council's reasonable legal fees of £1500 and £500 respectively relating to the preparation of the Agreement

2.5 **THE LANDOWNER** for itself and its successors in title and assigns of the Site hereby jointly and severally covenants with the Council and the

County Council

2.5.1 to pay the Commuted Sum increased with inflation in accordance with Clause 2.6.1

2.5.2 to pay to the County Council and the Council the sums outlined in Schedule 3 on the dates therein specified increased with inflation in accordance with Clause 2.6

2.5.3 to pay to the Council and County Council interest in accordance with Clause 2.6.2 on any sum due under this Agreement which remains unpaid after the same has become due

2.5.4 to serve notice on the Council two months prior to the occupation of the neighbourhood food retail store

2.6 IT IS HEREBY AGREED AND DECLARED as follows:-

2.6.1 the Commuted Sums or any part thereof shall be uplifted by the amount which the all items figure of the Index of Retail Prices published by the Department of Employment or any successor Ministry or Department for the month at the date of payment or part payment exceeds the index figure of the said Index at the date of this Agreement

2.6.2 if any sum shall remain unpaid after the same has become due the Landowner shall pay interest thereon calculated in accordance with Clause 2.6.3 from the date the said sum becomes due to the date of payment thereof to the Council and County Council

2.6.3 any interest which becomes payable in accordance with Clause

2.6.2 shall:-

- (a) be at the rate 3% above the base lending rate of National Westminster Bank plc from time to time.
- (b) be capitalised and added to the sum outstanding at the expiry of each period of twelve months from the date the said sum became payable
- (c) accrue from day to day up to the date payment is made to the Council or earlier capitalisation under sub-clause (b) of this Clause and be calculated on the basis of the actual number of days elapsed and a 365 day year

2.7 Unless expressly stated nothing in this Agreement shall create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties hereto

2.8 All notices served pursuant to this Agreement shall be in writing and shall be deemed duly served if delivered or sent by the recorded delivery service in the following manner:-

2.8.1 In the case of a notice to be served on the Council or the County Council addressed to its Chief Executive at the above address

2.8.2 In the case of a notice to be served on the Landowner to the Landowner's registered office addressed to the Group Solicitor.

3. Except as to matters of law and subject to the express provisions of this Agreement to the contrary any dispute or difference arising between the parties as to any of the provisions of this Agreement and/or their

respective rights duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall forthwith be referred by the parties or any of them for determination by an independent person ("the Expert") to be agreed upon between the parties and failing such agreement within ten (10) Working Days of any party calling upon the others to agree to be appointed on the application of the parties or any of them by the President for the time being of The Royal Institution of Chartered Surveyors or any successor Institute ("the President")

- 3.1 The Expert shall act as an expert and make his determination within twenty (20) Working Days from the date of his appointment such determination to be made in writing giving full reasons therefor and shall be binding upon the parties
- 3.2 If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place
- 3.3 It is hereby agreed and declared that:-
 - (a) the Expert shall afford to the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties hereto which are received by him within ten (10) Working Days after the parties have been afforded such an opportunity and each

party shall be entitled to receive a copy of any such written representations made by or on behalf of the other parties and within five (5) Working Days of such receipt to make written counter-representations

- (b) the Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit
- (c) the Expert shall have an unfettered discretion to determine the reference to him
- (d) the fees and expenses of the Expert including the cost of his appointment shall be borne equally between the parties (and if any party shall pay the Expert's fees and expenses it shall be entitled to recover one half from the other) unless the Expert shall direct otherwise and he shall have power so to direct if he considers it reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question

4 Unless otherwise provided within this Agreement the covenants contained within this Agreement will take effect on execution of this Agreement.

5 This Deed is governed by and interpreted in accordance with the law of England and Wales.

6. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof these presents have been duly executed as a DEED by

the parties hereto the date and year first before written

SCHEDULE 1

ALL that plot of land shown edged red on Plan 1 which is land at 35 Bacup Road
Rawtenstall

SCHEDULE 2

The Development consisting of the erection of a neighbourhood foodstore with
associated car parking, access, servicing and landscape arrangements

SCHEDULE 3

The Landowner covenants with the Council and the County Council as follows:

- (1) One month prior to the occupation of the Development to pay to the
County Council the Pedestrian Crossing Commuted Sum of Fifty
Thousand pounds (£50,000);
- (2) One month prior to the occupation of the Development to pay to the
Council the CCTV Commuted Sum of Twenty Thousand Pounds
(£20,000);
- (3) One month prior to the occupation of the neighbourhood food retail store
to use reasonable endeavours to agree in writing with the Council (in
consultation with the County Council) a Travel Plan in relation to the Site
including:-
 - i) where possible, local recruitment of employees for that unit;
 - ii) encouragement of the use of public transport by employees on that
unit;
 - iii) car sharing by employees of that unit; and

iv) parking restraint.

Such agreement not to be unreasonably withheld by the Council or County Council.

- (4) From the date of first opening for trade of the neighbourhood foodstore on the Site the Landowner shall implement the Travel Plan and will appoint a travel co-ordinator to deliver the Travel Plan, effect annual reviews thereof and liaise with the County Council and/or the Council as appropriate.
- (5) Prior to the occupation of the neighbourhood foodstore the Landowner shall lay out (which for the avoidance of doubt shall include the marking out thereof) to a reasonable standard to be agreed with the Council acting reasonably the Public Car Park Area in accordance with the Plan 2, and the Council covenants with the Land Owner to take all steps reasonably necessary to reach such agreement
- (6) To ensure the Public Car Park Area is available at all times during the hours of opening of the neighbourhood food store as free public car parking for members of the public not visiting the units at the neighbourhood food retail store and instead visiting Rawtenstall town centre the parking to be available as free parking for a period of three hours until such time as the County Council serve written notice of no less than six months that it requires the Public Car Park Area for the purposes of a bus interchange facility;
- (7) One month prior to occupation of the Development to use reasonable endeavours to agree in writing with the County Council and the Council

(both of which agree to take all such steps reasonably necessary to reach such agreement) the Car Park Management Plan and to carry out the Development in accordance with the agreed Car Park Management Plan.

7.1 Within 56 days of the Council receiving the draft Car Park Management Plan the Council will notify the Landowner in writing of its approval of the draft Car Park Management Plan or will acting reasonably provide in writing its proposed amendments to the draft Car Park Management Plan pursuant to which the Landowner shall submit a revised draft Car Park Management Plan incorporating those amendments as are reasonable PROVIDED THAT if the Council does not notify the Landowner of its decision within 56 days referred to above (or such other period as may be agreed in writing) it shall be deemed that the Council has approved the Car Park Management Plan submitted to it.

7.2 From the date of first opening for trade to the public of the neighbourhood food retail store the Car Park Management Plan as approved by the County Council and the Council or as deemed approved shall be implemented.

7.3 The Car Park Management Plan shall provide for the Car Park Area associated with all uses related to the Application to be operated as a free short-stay car park:

7.3.1 in relation to the Public Car Park Area for a period of no more than three hours with penal charges after three hours

to discourage long stay parking (over three hours); and

7.3.2 in relation to the remainder of the Car Park Area for such period as shall be determined by the Landowner from time to time (but being in any event no more than three hours) with penal charges after such maximum period of time to discourage long stay parking

7.4 Any future variation to the Car Park Management Plan must be agreed in writing by all parties to this Agreement.

8. To maintain the "footpath link" shown marked A – B on Plan 2 to allow the public unrestricted access to the footpath link 24 hours a day seven days a week

SCHEDULE 4

The Landowner covenants as follows:

- (A) On completion of this Agreement to transfer the Bus Interchange Facility Land to the County Council such transfer to be on the following terms
- (i) The Standard Conditions of Sale (Fourth Edition) shall apply.
 - (ii) the consideration of such transfer shall be £1
 - (iii) with vacant possession in accordance with the terms of an Agreement made between the County Council (1) and the Landowner (2) dated the [18] day of [May] 2008 with full title guarantee
 - (iv) the Landowner to pay the Council's reasonable legal costs on in relation to the negotiation preparation and completion of the

transfer

PROVIDED ALWAYS that the transfer shall be subject to a restrictive covenant that the Bus Interchange Facility Land shall not be used in perpetuity by the County Council and its successors in title other than for the purposes of a Bus Interchange Facility and all purposes ancillary thereto

(B) In the event of Non Completion at the Relevant Date the Landowner will pay a sum equivalent to the Bus Interchange Facility Land Value to the Council (such a sum would be payable to the Council on any such variation to be used for regeneration purposes within Rossendale) and, in the event that any part of the Bus Interchange Facility Land Value so paid to the Council shall not have been expended in accordance with the provisions hereof within five years of the date of receipt by the Council of such monies, the Council shall repay the same to the Landowner together with interest at the Base Rate of the National Westminster Bank plc for the period from the date of payment to the Council to the date of refund

AND FURTHER PROVIDED THAT in the event of Non Completion at the Relevant Date the Landowner may serve written notice upon the County Council at any time within 12 months after the Relevant Date requiring the County Council to sell the Bus Interchange Facility Land on the terms set out in Clause 5 of Schedule 5 to this Agreement.

SCHEDULE 5

THE COUNTY COUNCIL hereby covenants with the Council and the

Landowner:-

1. to use the Pedestrian Crossings Commuted Sum for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Landowner and the Council and the County Council shall agree.
2. to pay to the Landowner such amount of the Pedestrian Crossing Commuted Sum paid by the Landowner to the County Council under this Deed which has not been expended in accordance with the provisions hereof within 15 years of the date of the receipt by the County Council of such monies together with interest at 1/8th below base rate from time to time of the National Westminster Bank Plc for the period from the date of payment to the date of refund;
3. The County Council shall provide to the Landowner such evidence as the Landowner shall reasonably require in order to confirm the expenditure of the Pedestrian Crossing Commuted Sum paid by the Landowner under this Deed.
4. The County Council covenants that upon the completion of the transfer of the Bus Interchange Facility Land to only use the said Land for the purposes of a Bus Interchange Facility and all purposes ancillary thereto.
5. In the event of Non – Completion at the Relevant Date and the Landowner serving written notice at any time within 12 months following the Relevant

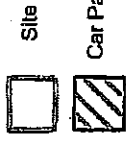
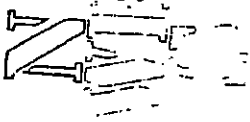
Date requiring the County Council to transfer the Bus Interchange Facility Land to the Landowner the County Council shall

PROVIDED ALWAYS that the Landowner shall have first paid to the Council the Bus Interchange Facility Land Value transfer the Bus Interchange Facility Land on the following terms:

- i) the Standard Conditions of Sale (Fourth Edition)
- ii) the consideration shall be £1
- iii) with vacant possession upon completion with limited title guarantee
- iv) the Landowner to pay the County Council's reasonable costs on the negotiation preparation and completion of the transfer
- v) the completion of the transfer and the payment of the consideration shall take place within 20 working days of the Landowner submitting to the County Council a draft transfer deed for approval.

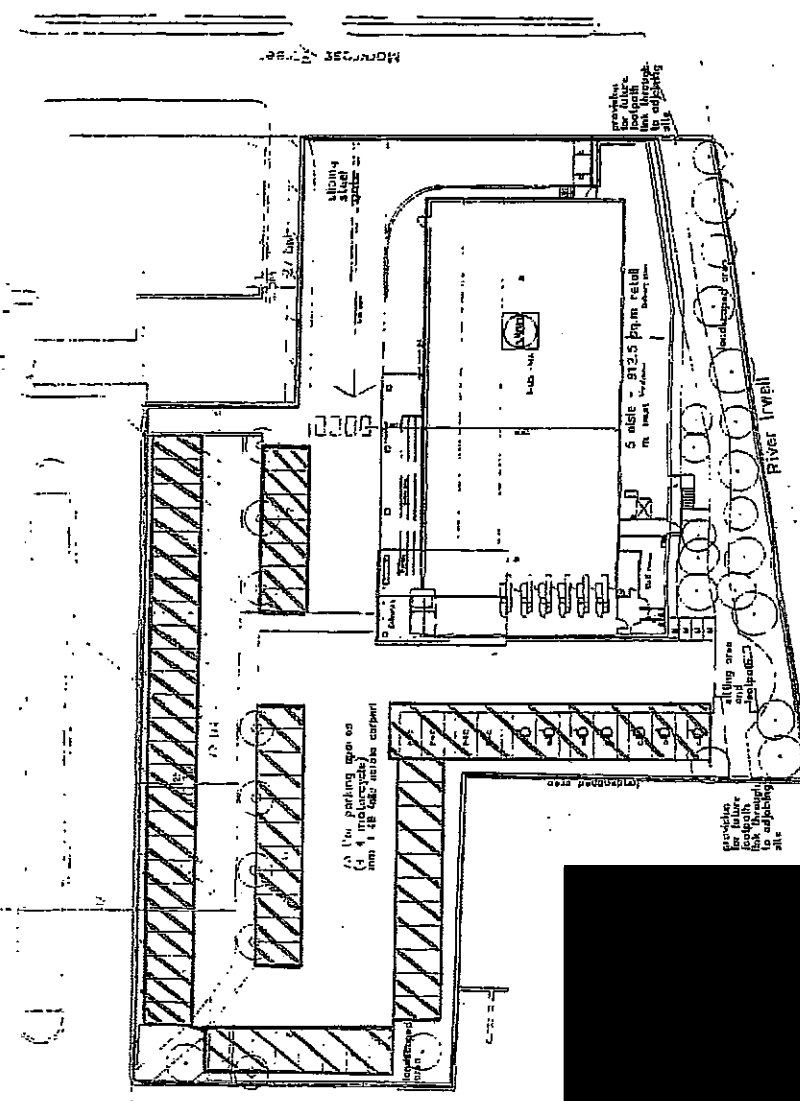
THE COUNCIL hereby covenants with the Landowner:

1. to grant the Permission within seven days of the date of this Agreement.
2. to use the CCTV commuted sum for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Landowner and the Council and the County Council agree:
3. to pay to the Landowner such amount of the CCTV commuted sum paid by the Landowner to the Council under this Deed which has not been expended in accordance with the provisions hereof within 15 years of the date of receipt by the Council of such monies together with interest at the



Authorized Signatory

Site Plan



SCP/07156/PH1/D

Plan 1

PROPOSED LIDL STORE - PHASE 1

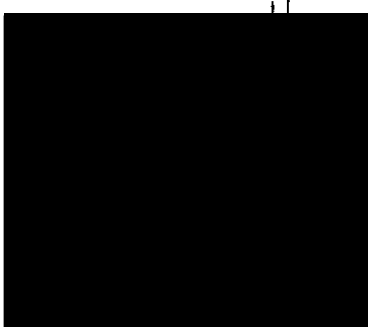
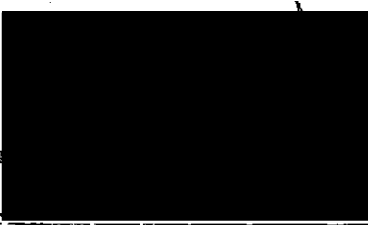
Singleton

Consulting Engineers and Transportation Planner
 2 North Street, Albert Square, Manchester M4 6UC
 Tel 0161 282 4450, Fax 0161 282 5111, Email: enquiri@singletons.com

DATE FEBRUARY 2008

PROPOSED DISCOUNT FOODSTORE DEVELOPMENT RAWFENSTALL

Scale 1:500 @ A3

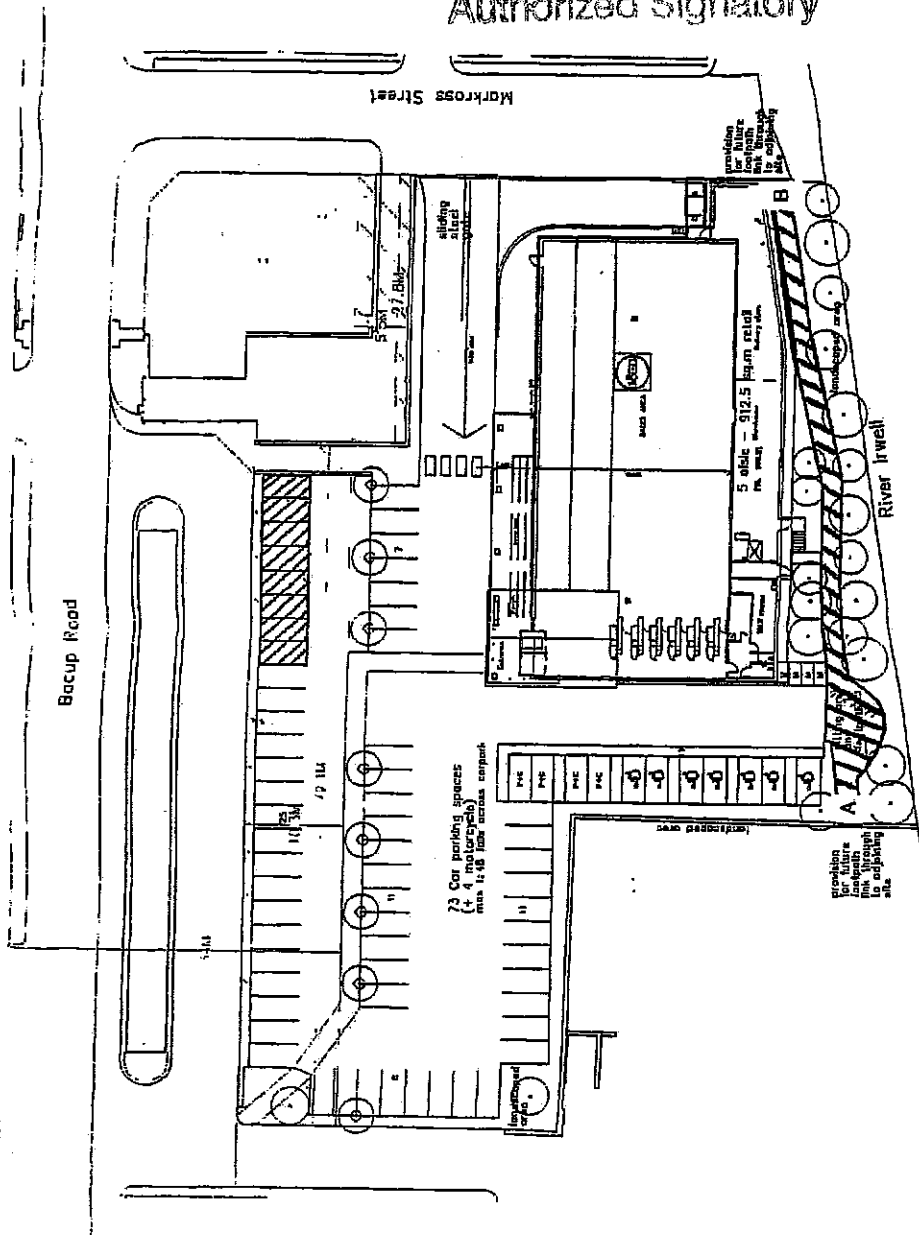


N
W
E
S

Public car park area
Footpath Link

Authorized Signatory

18747



SCP/07156/PH1/D

Scale 1:500 @ A3
GMS

PROPOSED LIDL STORE - PHASE 1
Plan 2

PROPOSED DISCOUNT FOODSTORE DEVELOPMENT, RAWTENSTALL

FEBRUARY 2008

Clamp
PARTNERS
Consulting Engineers and Transportation Planners
2 Market Square, Manchester M2 5WQ
Tel 0161 832 4100 Fax 0161 832 5111 Email enquiries@clamp.co.uk

N
W
E
S

Bus interchange
facility land

Markess Street

Backup road

5 cable = 912.5 km m. total
in 100m. distance

73 Car parking spaces
(including cycle)
plus 1 AB bus service space

provision
for future
ice plant
to address
site

loading area
and
unloading

River Irwell

1824

SCP/07156/PH1/D

Scale 1:500 @ A3

PROPOSED LIDL STORE - PHASE 1 Plan 3

PROPOSED DISCOUNT FOODSTORE DEVELOPMENT, RAWTENSTALL

FEBRUARY 2008

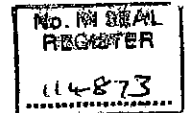
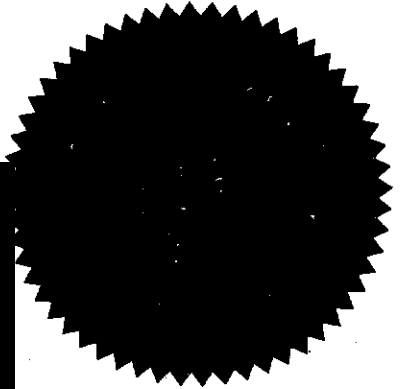
Clamp
PLANNERS

Consulting Engineers and Transportation Planners
2, Mount Street, Albert Square, Manchester M2 5WQ
Tel: 0161 252 4000, Fax: 0161 252 5111, Email: enquiries@clampplanners.co.uk

base rate of the National Westminster Bank Plc for the period from the date of payment to the date of refund.

4. The Council will issue the Planning Permission within 7 days of the date of this Agreement

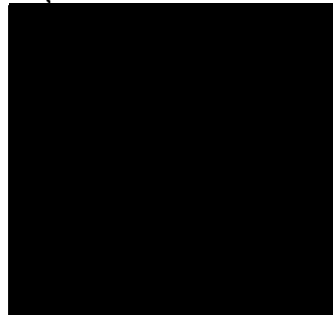
THE COMMON SEAL of ROSSENDALE
BOROUGH COUNCIL was affixed to this
DEED in the presence of:



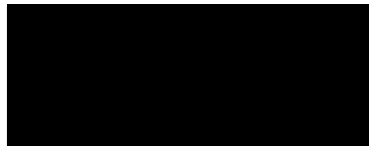
EXECUTED as a DEED by TE BETEILIGUNGS
GmbH acting by:

Director

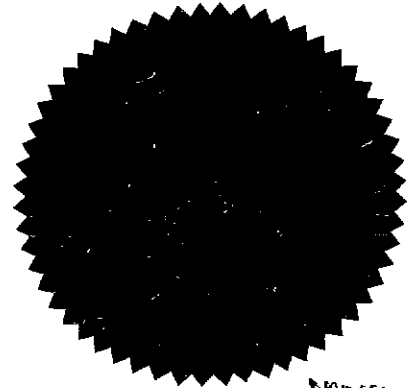
Director/Secretary



THE COMMON SEAL of LANCASHIRE
COUNTY COUNCIL was affixed to this
DEED in the presence of:



Authorised Signatory



18747

No no date

DATED

2009

THE LANCASHIRE COUNTY COUNCIL

-and-

TE BEITEILIGUNGS GMBH

AGREEMENT

RE: Land to the south of Bacup Road Rawtenstall
Rossendale Lancashire

Lancashire County Council
County Hall
PO Box 78
Preston
Lancashire
PR1 8XJ

Do not check

THIS AGREEMENT IS MADE by Deed the _____ day of
2009

BETWEEN THE **LANCASHIRE COUNTY COUNCIL** of PO BOX 78 County Hall
Preston Lancashire PR1 8XJ ("the County Council") of the one part and **TE
BETEILIGUNGS GMBH** (Company registered No. HRB8352) whose registered
office is situate at _____ (the Company") of the
other part

1. IT IS HEREBY AGREED AS FOLLOWS:

- 1.1 The Company is the freehold owner of the land registered at HM Land Registry under Title No. LA702382 ("the Company's Land")
- 1.2 The Company has agreed to transfer the land shown edged and hatched green on the attached plan ("the Land") to the County Council for the sum of One Pound.
- 1.3 The Company and the County Council have agreed that the said transfer and this agreement shall be dated the same date.
- 1.4 In this agreement the following terms shall have the following meanings:
 - 1.4.1 "Relevant Date" means the fifteenth anniversary of the date of the said Transfer;
 - 1.4.2 "Non-Completion" means the non-completion of the building of a Bus Interchange Facility on the Land;
 - 1.4.3 "Additional Car Park Land" means the land shown edged and hatched red on the attached plan;
 - 1.4.4 "Boundary Wall" means a new boundary wall to be constructed by the County Council and be constructed with stone columns and with steel railings above, to be of the same appearance, design and specification as the existing boundary wall, such specification to be approved and agreed between the parties, who agree that no such approval or agreement shall be unreasonably withheld or delayed;
 - 1.4.5 "Justifiable Delays" means any delay in the carrying out or completion of the Works (as hereinafter defined) or any part thereof by reason of any of the following provided that the same has not been and/or is not caused in whole or in part by the neglect, omission, breach and/or default of the County Council its servants or agents:
 - (a) exceptionally adverse weather conditions
 - (b) riot civil commotion or any combination of workmen strike or lock out affecting any of the trades currently

- engaged upon the Works or any of the trades engaged in the preparation manufacture or transportation to the Land or any adjoining land of any of the goods or materials then required for the Works
- (c) the exercise after the date hereof by the United Kingdom Government of any statutory power which directly affects the execution of the Works by restricting the availability or use of labour which is essential to the proper carrying out of the Works or preventing the County Council from or delaying the County Council in securing such goods or materials or such fuel or energy as are essential to the proper carrying out of the Works
 - (d) the carrying out by a local authority or statutory undertaker or public utility service company of work in pursuance of its statutory obligations in relation to the Works or the failure to carry out such works unless such work is carried out or not carried out as a result of any breach by the County Council of its obligations hereunder
 - (e) the inability of the County Council for reasons beyond its control and which it could not reasonably have foreseen at the date of commencement of the Works to secure such labour goods or materials as are essential to the proper carrying out of the Works
 - (f) the opening up for inspection of any work covered up or the testing of any of the works materials or goods (including making good in consequence of such opening up or testing) comprised or to be comprised in the Works
 - (g) any delay (provided that the County Council shall have used all reasonable endeavours to reduce the same) in the granting or obtaining of any consents for the carrying out of the Works
 - (h) any breach or act of prevention on the part of the Company or any person for whom the Company is responsible

and "Justifiable Delay" shall mean any one delay so caused.

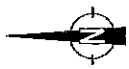
1.4.6 " Specification for Parking Spaces" means the maximum dimensions of 2.5m X 5.0 m per parking space.

2. In consideration of the said transfer between the County Council and the Company:

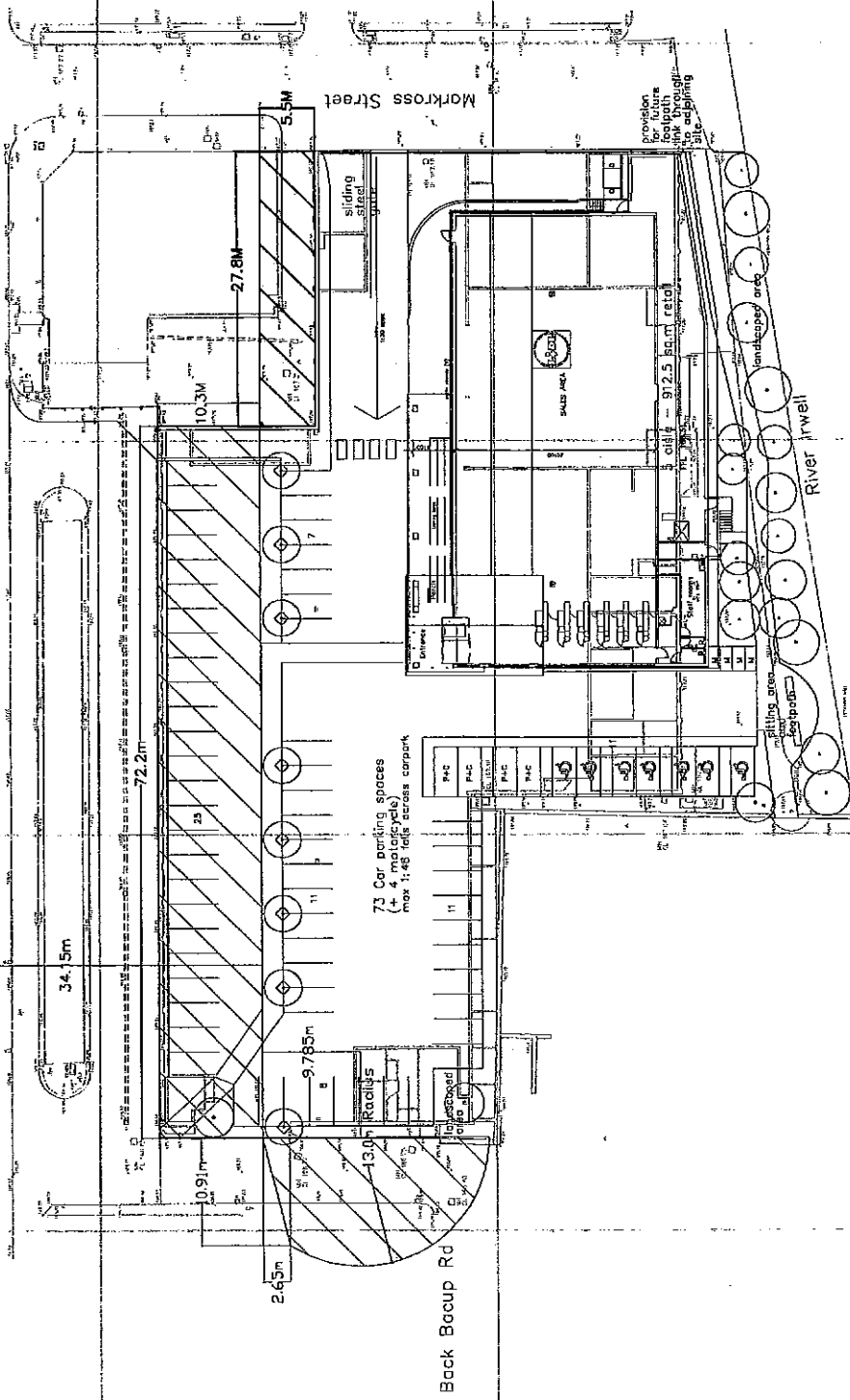
2.1 County Council gives its leave and licence to the Company and/ or its servants agents and/or nominee to remain on the Land for the purposes of car parking of serviceable motor vehicles. The terms of such licence to occupy shall be as set out in Schedule 1 and this clause 2.

- 2.2 On the County Council requiring the use of the Land the County Council will give the Company six months written notice ("the Notice") that the County Council requires the Land for the purposes of a bus interchange facility.
- 2.3 Within the six month Notice period the Company will at its own expense have completed works to realign the car parking area relating to its development on its adjoining land and will have removed all lighting columns, conducting media, barriers and all other items erected upon or situated upon the Land and on expiry of the Notice the Company will cease occupation of the Land and provide vacant possession to the County Council.
- 2.4 After expiry of the Notice the County Council will within 12 months thereafter commence the construction of the said bus interchange facility and the Boundary Wall on the southerly boundary of the Land between the bus interchange facility and the Company's adjoining land ("the Works") and will complete the Works within thirty six months after the expiry of the said Notice PROVIDED ALWAYS THAT the time periods within this clause shall be extended in the case of Justifiable Delays
- 3.1 In the event that the County Council acquires land adjoining the Company's Land upon which to construct a bus interchange facility ("the New Land") and upon the County Council serving Notice pursuant to clause 2.2 it will:-
 - 3.1.1 In the event that the New Land shall include the Additional Car Park Land, transfer to the Company that land, or
 - 3.1.2 If the New Land does not include the Additional Car Park Land, transfer to the Company land sufficient for a minimum of five and to use all reasonable endeavours to provide up to a maximum of ten car parking spaces, such spaces to be attached to the Company's Land and to comply with the Specification for Parking Spaces working in accordance with the design principle shown on the plan marked SCP/07156/PH1/E attached to this agreement PROVIDED ALWAYS that the provision of this additional land to the Company for car parking does not prejudice the development or operation of the bus interchange facility (the parties agreeing to act reasonably and in good faith towards each other in relation to the terms of this provision).
4. The transfer at 3 above shall be at a consideration of £1.00, with limited title guarantee and shall contain the following:
 - 4.1 a restrictive covenant on the part of the Company in relation to each and every part of the land transferred that the same shall not be used for any purpose other than for the parking of serviceable motor vehicles in connection with a food store;

- 4.2 rights for the County Council to enter upon the land transferred together with its servants agents or officers with or without workmen vehicles plant and machinery as far as is necessary and upon giving reasonable notice (save in cases of emergency) for the purpose of constructing inspecting repairing maintaining painting or replacing the bus interchange facility on the County Council's adjoining land or the boundary wall between the County Council's adjoining land and the land transferred;
- 4.3 a right for the County Council to lay and maintain all foundations and footings necessary beneath the land transferred for the support of any boundary wall between the County Council's adjoining land and the land transferred;
- 4.4 the definitions at clauses 1.4.1 and 1.4.2 above;
- 4.5 a provision in the following terms:
"In the event of Non-Completion at the Relevant Date the Transferor may by serving written notice upon the Transferee at any time within 12 months following the Relevant Date require the Transferee to transfer the Property back to the Transferor for a consideration of £1.00. Such transfer shall be completed within 20 working days of service of the notice requesting it".
5. If any part of the Company's title No LA702382 includes land which currently forms part of the adopted highway situate on the westerly side of the Company's Land to transfer such land to the County Council for nil consideration.
6. The County Council and the Company acknowledge that this Agreement contains the whole agreement between them and it has not relied upon any oral or written representations made to it by any other or its staff or agents (save for the Company's or the Company's Solicitors written replies to pre- contract enquiries by the County Council or the County Council's solicitors) and has made its own independent investigations into all matters relevant to it.
7. For the avoidance of doubt it is agreed that this Agreement shall be binding upon any successors in title of the parties and the County Council and the Company hereby request the Land Registrar to enter details of this Agreement on the Register of Title LA702382 and the Title Number allocated to the Land.
8. The County Council and Company agree that the provisions of this Agreement shall be governed and construed in accordance with English Law and shall be legally binding and enforceable in the courts should the need arise.
9. No variation to this Agreement shall be effected unless it is recorded in writing and signed by both parties.



Backcup Road



73 Car parking spaces
max 1.48m x 4.8m access carpark

Back Cup Rd

Morcross Street

River Irwell

Drawing Title

PROPOSED LIDL STORE - PHASE 1

Drawing No.

SCP/07156/PH1/E

Issue No

January 20th 2009

PROPOSED DISCOUNT FOODSTORE DEVELOPMENT, RAWTENSTALL

Drawn by

JRB

Scale

1:500 @ A3

Singleton Clamp & PARTNERS

Consulting Engineers and Transportation Planners
2 Moor Street, Rawtenstall, Lancashire, B64 6AQ
Tel: 0181 852 4400, Fax: 0181 852 5111, Email: enquiries@singletonclamp.co.uk

Schedule 1:

1. Outgoings

The Company must pay and indemnify the County Council against all charges costs rates and fees incurred or charged as a result of its occupation of the Land.

2. Condition of property

The Company must endeavour to keep the Land clean and tidy and clear and must not take on to or keep on the Land any petrol, diesel or lubricating oil other than that in the tank and engine of motor cars kept upon the Land.

3. Nuisance

The Company must not use the Land in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to adjoining or neighbouring property or to the owners, occupiers or users of any adjoining or neighbouring property.

4. Statutory requirements and insurance

The Company must not do anything that will or might constitute a breach of any statutory requirement affecting the Land or that will or might wholly or partly vitiate any insurance effected in respect of the Land from time to time.

5. Indemnity

The Company must indemnify the County Council, and keep the County Council indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement, any breach of any of the Company's undertakings contained in this agreement.

6. Assignment prohibited

The benefit of this licence is personal to the Company and not assignable, and the rights given may only be exercised by the Company and/or its servants, agents, and employees and/or nominees and customers.

7. Liability excluded

The County Council is not to be liable for the death of, or injury to the Company or its employees and customers, or for damage to any property of theirs, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted under this Agreement.

8. Local Authority Functions

Nothing herein contained or implied shall in any way prejudice or derogate from the County Council's rights powers duties and obligations in the exercise of any of its functions as a Local Authority, Traffic Authority or Highways Authority and the rights powers duties and obligations of the Company under all public and private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the Land or any adjoining or neighbouring property as if this Agreement had not been executed by the County Council.

9. Notices

Any notice to be given under this Licence must be in writing and is to be sufficiently and effectually given by the County Council if sent by registered post or recorded delivery to the registered office of the Company and by the Company if given by the Company or its employees or agents on this behalf by being sent by registered post or recorded delivery to the County Council at the above address of the County Council but marked for the attention of the County Secretary and Solicitor.

10. Right of entry

The County Council shall have the right and liberty to enter onto the Land at all times for any purpose associated with the proposed development of the bus interchange facility thereon. The County Council shall have the right if necessary to access the Land via the Company's car park facility, subject to causing as little damage and inconvenience as possible and making good all damage caused to the satisfaction of the Company.

IN WITNESS of which the County Council and the Company have executed this Agreement as a deed the day and date first before written.

EXECUTED as Deed by **TE BEITEILIGUNGS GMBH**
Acting by two Directors or one Director and its secretary

Director

Director/ Secretary

THE COMMON SEAL OF THE
LANCASHIRE COUNTY COUNCIL
was hereunto affixed in the presence of

Authorised Signatory

Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The

	<p>1 Title number(s) out of which the property is transferred: LA702382</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property: Land on the southerly side of Bacup Road, Rawtenstall, Rossendale, Lancashire</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: EDGED AND HATCHED GREEN</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor: TE BETEILIGUNGS GMBH (Co. Registered No. HRB8352) whose registered office is situate at 19 Worple Road Wimbledon London SW19 4JS</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
	<p>6 Transferee for entry in the register: THE LANCASHIRE COUNTY COUNCIL</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
	<p>7 Transferee's intended address(es) for service for entry in the register: PO BOX 78 COUNTY HALL PRESTON LANCASHIRE PR1 8XJ</p>

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

8	The transferor transfers the property to the transferee
9	Consideration <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): £1.00 <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
10	The transferor transfers with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
11	Declaration of trust. The transferee is more than one person and <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

12 Additional provisions

Definitions

1 For the purposes of this clause the following terms shall have the following meanings:

1.1 "Relevant Date " means the fifteenth anniversary of the date of this Transfer

1.1.2 "Non Completion " means the non completion of the building of a bus interchange facility on the Property

1.1.3 " Purchase Price" shall mean the consideration in this Transfer

1.2 In the event of Non Completion at the Relevant Date the Transferor may by serving written notice upon the Transferee at any time within 12 months following the Relevant Date require the Transferee to sell the Property to the Transferor at the Purchase Price but with limited title guarantee PROVIDED ALWAYS THAT:-

(a) the Transferor shall have first paid to Rossendale Borough Council the sum of £150,000.00 uplifted by the amount by which the all terms figure of the Index of Consumer Prices published by the Office for National Statistics or any successor department for the month at the date of payment exceeds the index figure of the said Index at the day of 2009.

(b) completion of the transfer and payment of the Purchase Price shall take place within 20 working days of the Transferor submitting to the Transferee a draft transfer deed for approval

1.3 In the event that the Notice referred to in clause 1.2 above has not been served within 12 months after the Relevant Date then the provisions of this clause 1 (but not the further clauses contained in this Transfer) shall cease to have effect.

Rights granted for the benefit of the Property

2.1 The full and free right to enter upon the adjoining or adjacent property of the Transferor its servants agents or officers with or without workmen , vehicles, plant and machinery as far as is necessary and upon giving reasonable notice (save in cases of emergency) for the purpose of constructing inspecting repairing maintaining painting or replacing the bus interchange facility on the Property or boundary wall between the Property and the adjoining or adjacent land of the Transferor the Transferee covenanting to make good any damage thereby caused to such adjoining or adjacent land as soon as is reasonably practicable.

2.2 The right to lay and maintain all foundations and footings necessary for the support of the boundary wall beneath the adjoining or adjacent property of the Transferor .

Rights reserved for the benefit of other land. The land having the benefit should be defined, if necessary by reference to a plan.

Restrictive covenants by the Transferee. Include words of covenant.

1. Not to use the Property for any other purpose than as a bus interchange facility and all other purposes ancillary thereto save that this restrictive covenant shall cease to apply in any event, in the event of a transfer back to the Transferor of the Property.

Restrictive covenants by the Transferor. Include words of covenant.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

Signed as a deed by T E
Beteiligungs GmbH acting by two
Directors or one Director and its
Secretary

Signature	Director
Signature	Secretary/Director

Executed as a deed by affixing the
Common Seal of Lancashire County
Council in the presence of:

Common seal of company

Signature

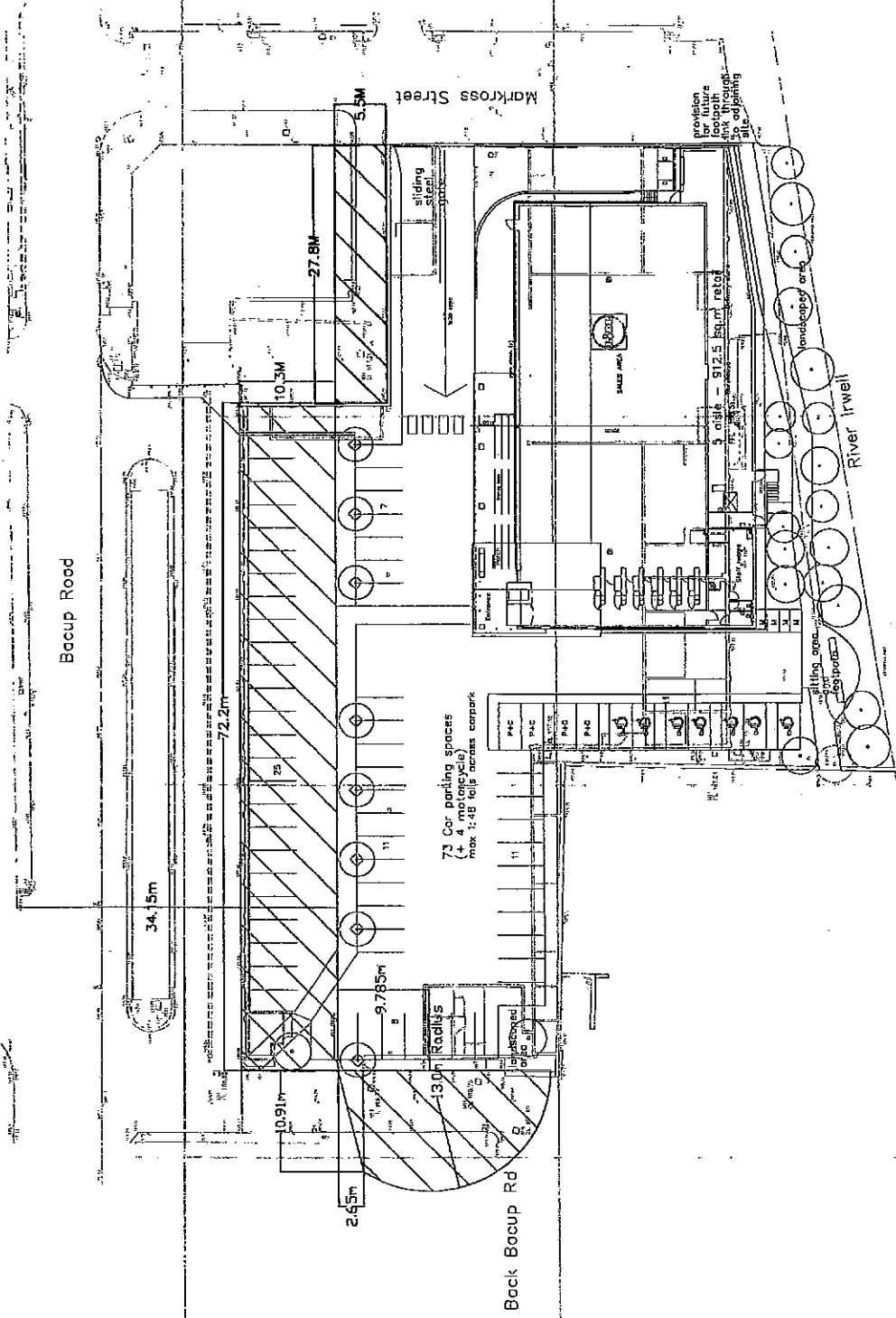
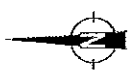
Authorised Signatory

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



Drawing Title

Drawing No.

Singleton Clamp & PARTNERS
 Consulting Engineers and Transportation Planners
 2 Mount Street, Albert Square, Manchester M2 6YQ
 Tel 0161 852 4400, Fax 0161 852 5111, Email consult@singleclamp.co.uk

PROPOSED LIDL STORE - PHASE 1

SCP/07156/PH1/E

January 20th 2008

Job Title

PROPOSED DISCOUNT FOODSTORE DEVELOPMENT, RAWTENSTALL

Drawn By: JRB

Scale: 1:500 @ A3